

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

P00003

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

8800

7. ADMINISTERED BY (If other than Item 6)

CODE

NAA

National Archives and  
Records Administration (NAA)  
Thomas Campbell (301-837-1987)  
8601 Adelphi Road RM 1510  
College Park MD 20740-6001

Same as Issue Office Address

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

LOCKHEED MARTIN TRANSPORTATION & SECURITY SOLUTIONS  
Attn: MR. STEPHEN A. DICKSON  
6251 AMMENDALE ROAD  
BELTSVILLE MD 20705

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAMA-04-C-0007

10B. DATED (SEE ITEM 13)

08/03/2004

CODE 011367237

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

Net Decrease \$-125,887.32

2004.2006.311.NM46.00.N00KE110.NM.A11.516

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:  
Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 521893632

Modification P00003 accomplishes the following:

1) Incorporates a negotiated agreement for Software Capability Evaluation (SCE)/Standard Capability Maturity Model Integrated (CMMI) Appraisal Method for Process Improvement (SCAMPI). NARA will not require the contractor to support an optional SCE or SCAMPI, independent software capability assessment during the contract base period. Reference is made to subject contract Section E - Inspection and Acceptance, 2.0 Software Capability Evaluation and CLIN 0001. The payments of the remaining milestone payments listed inside Contract Clause G-12 entitled "Milestone Payments Schedule" will be adjusted to reflect the revised CLIN 0001 amount. CLIN 0001 is hereby reduced from \$9,512,833.00 by \$125,887.32 to \$9,386,945.68.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Thomas S. Campbell

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
 LOCKHEED MARTIN TRANSPORTATION & SECURITY SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Extends Base period of performance to 9/30/05 at no change in price or cost or level of effort. Revise SECTION F-DELIVERIES OR PERFORMANCE, 1.1 Term of Contract Performance 1.1.1 Base Year to read Services to be furnished in this contract shall begin on the effective date or date of award, whichever is later, and shall continue thereafter through 9/30/05.</p> <p>3) Other Administrative changes:</p> <p>A) Revise G-1 Government Contract Administration, to read: a. This contract will be administered by: National Archives and Records Administration, Acquisition Services Division, Code NAA, Room 3360, 8601 Adelphi Road, College Park, MD 20740-6001; b. The Contracting Officer responsible for administering this contract is: Thomas S. Campbell, Contracting Officer, Telephone: (301) 837-1987, Email: Thomas.Campbell@nara.gov</p> <p>B) Revise G-4 Invoice Submission Requirements to include the following:</p> <p>a. (1) (a) Through 9 September 2005, all original invoices (plus two copies) submitted for payment shall be sent to: General Services Administration, External Services Branch (6BCE), P.O. Box 419760, Kansas City, MO 64141, GSA Phone Number: (816) 926-7227.</p> <p>a. (1)(b) After 9 September 2005, all original invoices submitted for payment shall be sent electronically to the following e-mail address: BPDACCOUNTSPAYABLE@BPD.TREAS.GOV . Protected Microsoft Excel Files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. To receive a free invoice of your electronic payment, register at <a href="http://fms.treas.gov/paid">http://fms.treas.gov/paid</a></p> <p>a. (1)(c) After 9 September 2005, if electronic invoices are not possible, all original invoices (plus two copies) submitted for payment shall be sent to: ARC/ASD/AOB, 200 3rd Street, UNB 6th Floor, PO Box 1328, Parkersburg, WV 26106-1328. For Bureau of Public Debt paying office (ARC/ASD/AOB) payment and invoice questions, call 304-480-7000.</p> <p>a. (2) Plus One copy to the Contracting Officer Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. (3) Plus One copy to the COR Attn: Code ERA NHE</p> <p>b. The Contractor's invoice shall include the following information and/or attached documentation:                      (1) Name of the business concern and invoice date;                      (2) NARA Contract number;                      (3) Description, price, and quantity of services actually delivered or rendered and segregated by CLIN and/or SUBCLIN number(s);                      (4) Payment terms;                      (5) EFT/ACH information, (if not previously on file);                      (6) Taxpayer's Identification Number (TIN);                      (7) ACRN (Government Fund Cite)                      (8) DOC/ACT Number : N0000_ _ :                      (9) Government Organization ordering the items:                      NHE</p> <p>C) Revise Section J4 (CDRLs): CDRL 11 Security Plan and CDRL 12 Certification and Accreditation (C&amp;A) Plan, Remove all Security references to DISCAP. Incorporate DCID, Director of Central Intelligence Directive into CDRLs 11 and 12.</p> <p>D) Incorporates a negotiated agreement for the waiver of submittal of NARA Monthly Status Report, NARA Contract Work Breakdown Structure, and NARA Integrated Schedule, CDRLs 18, 19 and 21 respectively, during the August and September 05 down-select period.</p> <p>E) Incorporate CDRL 28, H-12 provision revisions; and Revise H-12 Notice to Offerors Regarding Deliverable Technical Data and Computer Software, Obligations Associated Therewith and Rights Therein. Accordingly revise all H-12 paragraphs in total to read:</p> <p>1. Deliverables                      Technical data and computer software to be delivered under this procurement are identified on the CDRL # 28. The List, as provided by the contractor, is incorporated as part of this contract.</p> <p>In addition to Software listed in CDRL # 28, the Government reserves the right to order additional technical data and computer software pursuant to Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the clause at FAR 52.227-16, Additional Data Requirements. That clause enables the Contracting Officer to order, within a period of three years after acceptance of all items to be delivered under the contract, any data first produced or specifically used in contract performance. Data ordered pursuant to the clause at FAR 52.227-16 will also be furnished with the degree of rights provided for in this clause, as it modifies the FAR clauses cited herein.</p> <p>2. Rights in Technical Data and Computer Software                      The Contract contains FAR 52.227-14, Rights in Data-General, with Alternate IV, at Section I Clauses Incorporated by Full Text. To assist in the determination applicable rights in technical data and computer software listed in CDRL #28, CDRL #28 shall be revised to designate under which of the following categories technical data and computer software will to be delivered under this procurement.</p> <p>Categories include: a) "COTS" (Commercial Off the Shelf) products are defined as software products that are available commercially from the vendors. They typically are available in binary format, and include licensing and maintenance agreement. Examples of this type of SW are Oracle 10i database, Microsoft Office products or IBM Websphere server software, etc. Some COTS software products may be bundled or included as part of "software services" provided under this contract. Other COTS software products are "tools" used in the development only. The Government may only acquire the "rights" to use the software according to a licensing agreement or contractual term, and typically the software vendors do not "sell" the software, i.e. we the user do not "buy" nor "own" anything. The Government may not transfer the right, give it to another party or modify the code in any way.</p> <p>b) "COTS infrastructure Software Library" products are defined as libraries of components that can be used to develop custom code. Example of these type of SW are J2EE library components or XML object parser, etc.</p> <p>c) "NDI or GOTS" (Government Owned Software) products are defined as software products that have been produced under other Government contracts. Should the ERA development contractor                      Continued ...</p>				

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	<p>wish to incorporate NDI products into their design, the data rights clauses in the contract under which the NDI was developed determine if the software may be used freely or if payment of licensing fees would be required.</p> <p>d) "Custom Software products developed at NARA's expense" are defined as software code or other custom code (including source code, and all the tools, documentations, testing programs associated with the development) that the vendor team developed to meet NARA contract requirements. This category also includes code used for integration purposes. The Government shall have unlimited rights to this software in accordance with FAR 52.227-14, Rights in Data-General, with Alternate IV. The Contractor further agrees to furnish all technical data and computer software listed within CDRL # 28 associated with unlimited rights with the degree of detail and disclosure to be specified by the Government. For example, submission of form, fit and function information in lieu of detailed engineering data will not be sufficient.</p> <p>e) "Custom software products developed at the vendor's private expense" are defined, in connection with an item, component, or process, such that no part of the cost of development was paid for by the Government and that the development was not required for the performance of a Government contract or subcontract. Independent research and development and bid and proposal costs, as defined in FAR 31.205-18 (whether or not included in a formal independent research and development program), are considered to be at private expense. All other indirect costs of development are considered Government funded when development was required for the performance of a Government contract or subcontract. Indirect costs are considered funded at private expense when development was not required for the performance of a Government contract or subcontract. Further the developed item or resulting work wherein there is a mix of private and Government funds cannot be said to have been developed at private expense.</p> <p>f) "Open Source" Software products are defined as software that is readily available for anybody to use subject to the specific open source licensing agreement. There are several common models. The rights and use are governed by the Continued ...</p>				

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0604	original licensing agreement, e.g. The specific agreement may require that any enhancement to the software be made available back to the community, or may permit use but not permit user to charge for the software. End of H-12 Provision End of Modification P00003 ACT/DOC#: N00KE110. FOB: Destination Discount Terms: Net 30 Period of Performance: 08/16/2004 to 09/30/2011  Same as 0001 The Contractor shall perform System Analysis and Design of the Electronic Records Archives (ERA) System in accordance with the Statement of Objectives (SOO), Section J, Attachment 1 and Performance Work Statement (PWS) on a Firm Fixed Price basis. Provide data and reports in accordance with the Contract Data Requirements List (CDRL) Obligated Amount: -\$125,887.32				-125,887.32